costs associated with treatment-related services such as laboratory testing and transfusion." (App. 11)

But the conclusion reached by Respondents and the Seventh Circuit is not sustainable in view of the circumstances surrounding the CancerCare Plan. As has been demonstrated, the Plan is all about providing specified benefits for certain treatments for cancer. And it was the insurer who, after all, drafted the CancerCare Plan policy, including the ambiguous passage at issue in this case. Typing and transfusing blood and blood plasma are clearly treatment for cancer. The CancerCare Plan policy provisions are to be read and understood together, because the CancerCare Plan policy is a single, unified contract, not an assemblage of separate, isolated documents. So clearly, under all of these circumstances, a reasonable person could understand the language "expenses for the cost of blood and blood plasma" as covering the costs of matching the blood or blood plasma type to the patient and then administering the blood or plasma to a patient for, as in this case, treatment of leukemia.

The "Blood and Plasma Benefits Rider" language at issue in this case is therefore ambiguous. If an insurance policy's terms are susceptible to more than one meaning, "they are considered ambiguous and will be construed strictly against the insurer who drafted the policy." *Commonwealth Insurance Co. v. Stone Container Corp.*, 351 F.3d 774, rehearing denied (C.A.7 [Ill.] 2003). When competing reasonable interpretations of a policy exist, a court is not permitted to choose which interpretation it will follow, but must construe the policy in favor of the insured and against the insurer who drafted it. *Employers Insurance of Wausau v. Ehlco Liquidating Trust*, 186 Ill.2d 127, 141, 708 N.E.2d 1122, 1130, 237 Ill.Dec. 82, rehearing denied, on remand, 309 Ill.App.3d 730, 723 N.E.2d 687, 243 Ill.Dec. 384, appeal denied, 188 Ill.2d 563, 729 N.E.2d 495, 246 Ill.Dec. 122 (Ill. 1995). (Pet. pg. 7) But in this case, the Seventh Circuit did just the opposite.

## CONCLUSION

To proceed as the Seventh Circuit did, considering only selected evidence in the record and then misstating that evidence, and to then find an absence of ambiguity, amounts to disregarding established Illinois law that ambiguities in insurance contracts must be construed in favor of the insured. The Seventh Circuit's ruling undermines that established law, and creates precedent that is hostile to the interests of all insureds who pay for health insurance contracts.

The Seventh Circuit's finding also created the basis for affirming the summary judgment entered by the district court. The Circuit's error deprived Petitioner of her right to have her meritorious case tried. Stripping a plaintiff of the right to have a meritorious case tried, and doing so based on an egregious misapprehension of the pertinent facts, is extraordinarily arbitrary and unfair to the plaintiff.

For these reasons, and given Respondents' inability to raise a plausible defense of the Seventh Circuit's ruling, Petitioner maintains her request that the Court grant her petition and summarily vacate the judgment entered in the district court, so that legal counsel may take her case through trial.

Respectfully submitted,

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